

all the Judgments after November Court This Deft doth further Say that without the Least Combination or Confederacy with the Said Brewerton to Defeat the Complainant of his Just Right or any other person that before the Said Brewerton was Served with any manner of writt by the Said Caldwell and before the Supposed Extent in the Complainants Bill mentioned he this Defendant bona fide for a good and Valuable Consideration had a Demise from the S<sup>d</sup> Brewerton of one hundred and Sixty Acres of Land more or less part of Smiths Adventure in fee Simple without any trust or for the use of the S<sup>d</sup> Brewerton or any other for his use that it is true that Some Time in the Spring in the year 1719 the S<sup>d</sup> Brewerton made over to this Def<sup>t</sup> his Cattle in trust that he the S<sup>d</sup> Brewerton might have the benefitt of their Milk that Spring that the Same year this Def<sup>t</sup> delivered up the Same Bill of Sale to the S<sup>d</sup> Brewerton before the Execution of the Elegit and told S<sup>d</sup> Brewerton he would be no further Concerned and then and there disclaimed any property in Said Goods and before the Sherr Jury and Compl<sup>t</sup> at the Execution of the Elegit Disclaimed any property in the S<sup>d</sup> Brewertons Goods and then offered to the Sherriff Some Goods the S<sup>d</sup> Brewerton had Lodged in the Def<sup>ts</sup> house w<sup>ch</sup> the Sherriff Declined to receive That the S<sup>d</sup> Brewerton Likewise was Sued in Two Actions by the Compl<sup>t</sup> at August Court the Same year to Which S<sup>d</sup> Actions this Def<sup>t</sup> became Special Baile for the S<sup>d</sup> Brewerton and the Said Brewerton made over to him this [757] Def<sup>t</sup> the rest of his Land for his Security and Indemnification that the S<sup>d</sup> two last Judgm<sup>ts</sup> have Since been Discharged by S<sup>d</sup> Brewerton that this Def<sup>t</sup> hath always Since the S<sup>d</sup> Brewerton discharged the S<sup>d</sup> Two Last Judgments been ready and willing to reconvey to the S<sup>d</sup> Brewerton or to any other person by his order the S<sup>d</sup> Last mentioned Land and therefore this Def<sup>t</sup> is Somewhat Surprized at the Compl<sup>ts</sup> manner of proceeding Ag<sup>t</sup> him without any Just Cause without that That there was any Bargane and Sale made of any Land by the S<sup>d</sup> Brewerton to this Def<sup>t</sup> after the Same Execution or with any Intent to Defraud any the Creditors of the S<sup>d</sup> Brewerton w<sup>thout</sup> that That any other matter or thing in the S<sup>d</sup> Compl<sup>ts</sup> S<sup>d</sup> Bill of Complaint Contained Materiall Material [sic] for this Def<sup>t</sup> to answer unto and not herein and hereby well and Sufficiently answered Traversed or Denied is true all w<sup>ch</sup> matters and things this Def<sup>t</sup> is ready to mantain and prove as this Hon<sup>r</sup>ble Court Shall award and humbly prays to be hence Dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained

William Cumming Per Def<sup>t</sup>

The af<sup>d</sup> Alex<sup>r</sup> Adams makes Oath that what is Contained in the aforegoing Answer as of his own Act or Certain Knowledge is true and what is therein relating to the act or deed of another he believes to be true to the best of his Knowledge

Sworn to before me the 7<sup>th</sup> Day of Dec<sup>r</sup> 1723

Benj<sup>a</sup> Tasker